

12-22-1998

To the Honorable Commissioner



100927746

ached original documents or copy thereof.

1. Name of conveying party(ies):

The Bank of Nova Scotia  
44 King Street West; 16<sup>th</sup> Floor  
Toronto, Ontario, Canada M5H 1H1

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State of Canada  
☐ Other \_\_\_\_\_

Additional name(s) and address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance: 12-16-98

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Termination of Security Interest

Execution Date: October 9, 1998

less of receiving party(ies):

Name: ComStream Corporation

Internal Address: \_\_\_\_\_

Street Address: 6350 Sequence Drive

City: San Diego State: CA ZIP: 92121

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State Delaware  
☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from Assignment)

Additional name(s) and address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

74/716,718; 74/716,723; 74/716,719; 74/717,038;  
74/727,166; 74/727,109; 74/727,163

B. Trademark Registration No.(s)

1,464,400; 1,650,603; 1,779,541

Additional numbers attached?

☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jocelyn G. Bolling

Internal Address: \_\_\_\_\_

Dorsey & Whitney LLP

Street Address: 1330 Connecticut Avenue, NW

Suite 200

City: Washington State: DC ZIP: 20036

6. Total number of applications and registrations involved: \_\_\_\_\_

ten

7. Total fee (37 CFR 3.41): \_\_\_\_\_ \$ 225

- ☒ Enclosed  
☒ Authorized to be charged to deposit account

8. Deposit account number:

04-1425 (if deficiency)

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Jocelyn G. Bolling

Name of Person Signing

Signature

Nov. 24, 1998

Date

Total number of pages comprising cover sheet: one

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

12/21/1998 MAILING 00000299 1464408 Mail documents to be recorded with required cover sheet information to:

01 FC:481  
02 FC:482  
03 FC:630

40.00 OP  
175.00 OP  
10.00 OP

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK  
REEL: 1828 FRAME: 0180

## TERMINATION OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION OF SECURITY INTEREST IN TRADEMARKS is made as of October 9, 1998 by The Bank of Nova Scotia, a Canadian bank having a place of business at 44 King Street West, 16th Floor, Toronto, Ontario, Canada M5H 1H1, in favor of ComStream Corporation, a Delaware Corporation ("ComStream") having a place of business at 6350 Sequence Drive, San Diego, CA 92121.

A. ComStream has adopted, used and is using the trademarks applied for or registered in the United States Patent and Trademark Office (the "PTO") described on Schedule A attached hereto (the "Trademarks").

B. Pursuant to an Agreement (Trademark) (the "Security Agreement"), dated as of April 15, 1997, between ComStream and The Bank of Nova Scotia, as agent for itself and for the ratable benefit of certain other lenders (in such capacity, "Agent"), ComStream mortgaged, pledged and hypothecated to Agent, and granted Agent a security interest in, the Trademarks.

C. The Security Agreement was recorded in the Patent and Trademark Office (the "PTO") on May 7, 1997 at Reel number 1585, Frame number 0648.

D. ComStream and Agent now desire to terminate the Security Agreement and any and all security interests or other interests of Agent and the other lenders granted or created thereby.

NOW, THEREFORE, AGENT:

1. HEREBY ACKNOWLEDGES AND AGREES that the Security Agreement is hereafter void and canceled, and TERMINATES the security interest on the Trademarks granted therein;

2. HEREBY ASSIGNS AND RELEASES to ComStream and its successors, assigns and legal representatives, without representation or warranty of any kind, any and all remaining right, title and interest granted AGENT pursuant to the Security Agreement in and to the Trademarks, together with the good will of the business symbolized by the Trademarks; and

3. HEREBY COVENANTS that it has not and will not enter into any assignment, sale or agreement that would conflict with the termination and reconveyance set forth in this Agreement.

*TERMINATION OF SECURITY INTEREST*

*PAGE 1 of 3*

Simultaneously with its execution of this agreement, AGENT is delivering to ComStream UCC-2 and UCC-3 termination statements, duly executed by AGENT, and sufficient to terminate all UCC-1 financing statements filed by or on behalf of AGENT, and given by or on behalf of ComStream or its predecessors in interest, in connection with the Security Agreement.

To comply with 37 C.F.R. 3.21 for recording of this Termination, AGENT hereby authorizes and requests the firm of DORSEY & WHITNEY LLP to correct any errors in this Termination of Security Interest and to insert any further identification or other information necessary or desirable to make this Termination of Security Interest suitable for recording in the PTO when such identification or information becomes known.

IN WITNESS WHEREOF, I hereunto set my hand this 9 day of October, 1998.

THE BANK OF NOVA SCOTIA, AS AGENT

By: [Signature]

Name: R. J. Buchanan

(Printed)

Title: Asst. Gen. Mgr.

#### NOTARIAL CERTIFICATE

PROVINCE OF ONTARIO )  
)  
)

On October \_\_\_\_, 1998 before me, a notary public, personally appeared \_\_\_\_\_, personally known to me (or having proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

*TERMINATION OF SECURITY INTEREST*

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# SCHEDULE A

PENDING MARK	SERIAL NO.
PROMOCAST	74/716,718
PROMOCAST	74/716,723
RADIOCAST PRO	74/716,719
RADIOCAST PRO	74/717,038
STREAMVIEW	74/727,166
INTELLICAST	74/727,109
INTELLICAST	74/727,163

MARK	REGISTRATION NO.
COMSTREAM	1,464,400
STREAMLINE	1,650,603
VSAT-PLUS	1,779,541

*TERMINATION OF SECURITY INTEREST*

*PAGE 3 OF 3*

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